

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ICN ACQUISITION, LLC,

Plaintiff,

v.

ZONOFF INC.,

Defendant.

**C.A. No. 14-1199 (GMS)
Consolidated**

C.A. No. 15-1109 (GMS)

STIPULATION AND ORDER FOR ENTRY OF A CONSENT JUDGMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, through their respective counsel, and subject to the approval of the Court that:

WHEREAS, on September 16, 2014, Icontrol Networks, Inc. (“Icontrol”) filed a complaint for patent infringement against Zonoff, Inc. (“Zonoff”) in Civil Action 1:14-cv-01199-GMS (“the ’1199 Action”), alleging that Zonoff infringes U.S. Patent Nos. 6,624,750; 7,262,690; 8,335,842; 8,612,591; 8,478,871; and 8,638,211;

WHEREAS, on November 30, 2015, Icontrol filed a complaint for patent infringement against Zonoff in Civil Action 1:15-cv-01109-GMS (“the ’1109 Action”), alleging that Zonoff infringes U.S. Patent Nos. 7,633,385; 7,956,736; and 9,141,276;¹

WHEREAS, on March 27, 2017, Icontrol, Zonoff, and ICN Acquisition, LLC (“ICN”) stipulated and requested an order substituting ICN for Icontrol as Plaintiff (and terminating Icontrol) in the ’1199 and ’1109 Actions, which request the Court granted on March 27, 2017;

¹ U.S. Patent Nos. 6,624,750; 7,262,690; 7,633,385; 7,956,736; 8,335,842; 8,478,871; 8,612,591; 8,638,211; and 9,141,276 are collectively referred to as “the Asserted Patents.”

WHEREAS, Zonoff has ceased business operations and no longer possesses any assets with which to pay any judgment for damages that might be obtained against it;

WHEREAS, Zonoff no longer intends to defend itself against ICN's claims of infringement in the '1199 Action and/or the '1109 Action and hereby stipulates that the claims of the Asserted Patents are valid and infringed;

WHEREAS, ICN is entitled to monetary damages for its claims in the '1199 Action and the '1109 Action; but recognizes that any judgment for damages against Zonoff would be futile in light of Zonoff status, as described above. ICN, therefore, withdraws its damages claim against Zonoff, subject to Zonoff's representation that it shall never again make, use, sell, offer to sell, or import any product that infringes any claim of the Asserted Patents, Zonoff's further representation that it shall avoid actively inducing or contributorily infringing the Asserted Patents, and Zonoff's agreement to not otherwise commit acts of infringement under 35 U.S.C. § 271.

Now therefore, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court, that

1. A consent judgment shall be entered against Zonoff in the amount of \$0, based on ICN's withdrawal of damages, and consistent with this stipulation and order.
2. The Court shall retain jurisdiction to enforce the terms of this stipulation and judgment.

DATED: November 3, 2017

/s/ Mary B. Matterer

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SO ORDERED ON THIS ___ day of _____, 2017. The Clerk is directed to enter judgment in this matter in accordance with this stipulation and Order.

UNITED STATES DISTRICT JUDGE